

"This is a debt due the United States, no documentary stamps required."

SBA Loan No. (F) DL-B 914078 10 10-COLA

1419 111 131

# MORTGAGE

(Direct)

This mortgage made and entered into this 22 day of December 19 77, by and between Ben H. Dillard

(hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 1801 Assembly Street, Columbia, SC 29201

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville

State of South Carolina, located three miles Southwest of Greer, S. C., on western side of Gibb Shoals Road and the northern side of a dirt road and being shown on plat of property made for Ben H. Dillard by H. S. Brockman, surveyor, dated July 6, 1957 and recorded in the Greenville County R. M. C. Office in plat book 00 page 24, and having the following courses and distances, to wit:

Beginning at an old nail in the intersection of Gibb Shoals Road and a dirt road and running thence N. 3-13-W., 27 feet to nail in Gibb Shoals Road; thence S. 88-76 W., 322 feet to pin; thence S. 0-26 E., 341 feet to center of dirt road; thence along the center of dirt road, N. 77-10 E., 311.7 feet to the beginning corner and containing 2.22 acres, more or less. This is the same conveyed to the within mortgagor by T. H. Dillard by deed recorded July 17, 1957 in deed book 580 page 371, Greenville County R. M. C. Office.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated in the principal sum of \$ 50,000.00, signed by BEN H. DILLARD in behalf of